

[*Smith v. Tennessee Valley Authority*](#), 86-ERA-22 (Sec'y May 2, 1990)

Go to: [Law Library Directory](#) | [Whistleblower Collection Directory](#) | [Search Form](#) | [Citation Guidelines](#)

U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: May 2, 1990
CASE NO. 86-ERA-22

IN THE MATTER OF

JERRY D. SMITH,
COMPLAINANT,

v.

TENNESSEE VALLEY AUTHORITY,
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT

This case, which arises under the employee protection provision of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982), is before me pursuant to the [Recommended] Order of Dismissal issued by Administrative Law Judge (ALJ) E. Earl Thomas on November 21, 1986. The ALJ's order dismisses the case with prejudice based on consent and settlement by the parties.

Because the Settlement Agreement was never made a part of the record, *see Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, March 23, 1989, slip op. at

[Page 2]

1-2, I issued an Order to Submit Settlement Agreement in this case on April 5, 1990. Counsel for Complainant has complied with my order by submitting for the record a copy of the Settlement Agreement dated August 15, 1986, and signed by Complainant individually and by counsel for Complainant and counsel for Respondent.

I note that the Settlement Agreement appears to encompass the settlement of matters arising under various laws, only one of which is the ERA. *See, e.g.*, Settlement Agreement ¶¶ 2, 3. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, November 2, 1987, slip op. at 2, I have limited my review of the agreement to determining whether its terms are a fair, adequate and reasonable settlement of Complainant's allegations that Respondent violated the ERA.

The Settlement Agreement has been carefully reviewed, and, with the following qualification, I find it fair, adequate and reasonable. Paragraph 6 provides that the agreement will be enforceable by either party in accordance with its terms in the federal district court in Knoxville. I interpret this provision as not restricting in any way the authority of the Secretary to bring an enforcement action under the ERA, 42 U.S.C. § 5851(d), or the regulations, 29 C.F.R. § 24.8 (1989). The Settlement

Agreement is accordingly approved, as so interpreted. Wherefore, I agree with the ALJ's determination that this proceeding be DISMISSED with prejudice.

SO ORDERED.

ELIZABETH DOLE
Secretary of Labor

Washington, D.C.